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Hon. Valerie Figueredo Daniel Patrick Moynihan United States Courthouse, S.D.N.Y. 500 Pearl Street New York, NY 10007 BRYAN CAVE LEIGHTON PAISNER LLP 1700 Lincoln Street Suite 4100 Denver CO 80203 4541 T: +1 303 861 7000 F: +1 303 866 0200

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Via ECF

Re: Coach IP Holdings, LLC v. ACS Group Acquisition LLC et al. – Case No. Case 1:23-CV-10612-LGS – Letter Motion to Seal

Dear Judge Figueredo:

Pursuant to ECF 181, Coach IP Holdings, LLC, Coach Services, Inc. and Tapestry, Inc. ("Coach") respectfully request Your Honor's approval to permanently seal Exhibit E to ECF 157, under seal at ECF 158-3 (the "Coach License Agreement").

The Coach License Agreement was previously the subject of a motion to seal before Hon. Schofield in this action. See ECF 11-16. Hon. Schofield decided that the Coach License Agreement merited permanent sealing. ECF No. 142 ("While the presence of a confidentiality clause in the Coach License Agreement alone is insufficient to overcome the presumption of public access, see Bernsten v. O'Reilly, 307 F. Supp. 3d 161, 168 (S.D.N.Y. 2018), Coach has sufficiently demonstrated the competitive business interests that outweigh the presumption of access....[T]he motion to seal is granted [] as to the Coach License Agreement").

Based on this previous order, Coach seeks to permanently seal the copy of the Coach License Agreement filed by Vinci as Exhibit E to ECF 157, under seal at ECF 158-3.

We thank the Court for its attention to this matter.

MEMO ENDORSED

HON. VALERIE FIGUEREDO UNITED STATES MAGISTRATE JUDGE

Dated: 5/6/25

The motion to seal is GRANTED for the reasons set forth in the Court's order at ECF No. 142. The Clerk of Court is respectfully directed to (1) maintain the viewing restrictions on ECF No. 158-3 and (2) terminate the motion at ECF No. 185.

Respectfully Submitted,

Timothy R. Beyer

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